



Request for Proposals

Development of a Landfill Gas Utilization Project at the West Central Landfill

Prepared for

Shasta County
Department of Public Works
1855 Placer Street
Redding, CA 96001

October 2009



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Exhibit A: West Central Landfill Site Plan

Exhibit B: Projected LFG Generations and Recovery Rates

Exhibit C: Conceptual LFG GCCS Master Plan

Exhibit D: Existing Permits

1 KEY ACTION EVENT AND DATES

1.1 EVENTS AND DATES

Event No.	Description	Date
1.	Release of RFP	October 12, 2009
2.	Pre-Proposal Site Visit – Review of RFP	November 11, 2009
3.	Last day for Proposers to submit questions	November 18, 2009
4.	Last day for COUNTY to Answer Questions	December 2, 2009
5.	Addendum	TBD
6.	Proposal is due no later than 4:00PM PDT	December 16, 2009
7.	Award	January 2010

2 GENERAL INFORMATION/INTRODUCTION SHEET

2.1 OBJECTIVE

The County of Shasta (COUNTY) has issued this Request for Proposals (RFP) to identify a responsible, qualified DEVELOPER that will develop a landfill gas (LFG) utilization project at the West Central Landfill (WCL).

It is the COUNTY's intent and in the COUNTY's best interest that the full financial potential of the DEVELOPER's proposed technology be realized, therefore, the COUNTY will consider all demonstrated LFG utilization technologies.

2.2 BACKGROUND

WCL is located west of Redding, California, and is owned by the COUNTY and operated by the City of Redding (CITY). WCL consists of two separate waste disposal areas designated Phase 1 and Phase 2. Phase 1, which was closed in 1991, encompasses approximately 20 acres and contains approximately 900,000 tons of waste. Phase 2, which is the active disposal area, currently encompasses about 70 acres and contains approximately 2.2 million tons of waste. Phase 2 opened in 1991 and is being built in 10 to 15-acre units. When completed, Phase 2 will comprise approximately 100 acres and will provide disposal for about 5.9 million tons of waste. Neither phase is equipped with a gas collection and control system (GCCS), as it is not a regulatory requirement at this point in time. Exhibit A contains a site map of the landfill.

2.3 PERMITS AND REGULATORY AGENCIES

WCL is currently subject to, and is in compliance with, the Shasta County Air Quality Management District (SCAQMD) Rule 3-29, which is the Emissions Guidelines (EG) rule in this jurisdiction.

See Exhibit D for the following permits:

- Solid Waste Facility Permit
- Title V Operating Permit
- Other relevant permits

The COUNTY, through its Public Works Department, will be the lead agency in the California Environmental Quality Act (CEQA) compliance for any proposed LFG utilization project. The COUNTY will amend the September 2009 Joint Technical Document, on file at the COUNTY'S Public Works office, to include the GCCS and LFG utilization project.

2.4 GAS COLLECTION AND CONTROL SYSTEM

Currently, WCL does not have a GCCS installed. DEVELOPER responsibilities will include the design and installation of a GCCS in accordance with landfill operations and all local, state and federal regulations.

2.5 PREDICTED LFG GENERATION AND RECOVERY RATES

Information regarding LFG reserves is provided for the DEVELOPER's information in Exhibit B, Projected LFG Generation and Recovery Rates. The COUNTY does not warrant that the quantity and quality of the LFG at WCL is suitable for a LFG utilization project. The DEVELOPER will not have claim for damages or anticipated profits or loss of profit because of the quantity or quality of LFG at WCL. Submittal of a Proposal constitutes acknowledgement that the quantity and quality of LFG collected may be different than shown in Exhibit B and can be affected by the operation of the GCCS, and that the operation of the GCCS may be affected by regulatory requirements.

For the purposes of responding to this RFP, the DEVELOPER shall assume a LFG flow rate of 500 standard cubic feet per minute (scfm) as a basis of the DEVELOPER's Financial Offering to the COUNTY. DEVELOPER shall, at all times, recover all LFG necessary to maintain compliance with applicable permits and regulations relevant to the subsurface migration or surface emissions of LFG. As such, the DEVELOPER should potentially consider a larger design flow for the GCCS.

2.6 LFG UTILIZATION PROJECT LOCATION

The COUNTY will provide an undeveloped area at WCL for location of a LFG utilization project. Preferred areas for the location of the project and available utilities are shown in Exhibit A. The DEVELOPER shall be responsible for developing the chosen location as required for siting the utilization project. Use of the site will be per a Site Lease at a cost of \$1 per year. All other terms of the Site Lease shall be agreed upon by the COUNTY and the DEVELOPER.

3 CONTRACT REQUIREMENTS

3.1 CONTRACT PERIOD

The COUNTY contemplates a contract period of 20 years. The actual duration of the contract will be a matter of negotiation with the apparent selected DEVELOPER.

3.2 PERFORMANCE SCHEDULE

The contract with the DEVELOPER will include performance benchmarks to ensure that the DEVELOPER pursues the contract diligently. Failure to meet these benchmarks will be considered default of the contract by the DEVELOPER. The COUNTY will consider reasonable alternative performance times if proposed by the DEVELOPER. At this time, the benchmarks and performance times are contemplated as follows:

No.	Benchmark	Time Allowed	Start Date	Documentation
1.	Design and permitting of a GCCS including submitting application for Authority to Construct to the SCAQMD and subsequent Permit to Operate (PTO)	6 months	Notice of award issued by COUNTY	Copies of GCCS design plan, drawings and permits
2.	GCCS installation	6 months (between April 1 and November 1)	Upon approval of GCCS design and receipt of permits	Copies of CQA report and as-built drawings
3.	Operation and balancing of LFG flow	6 months	Upon completion of GCCS installation	Copies of monthly LFG field adjustment reports and regulatory compliance reports
4.	Submit application for Authority to Construct to the SCAQMD, and application for electrical connection to energy market as identified in the Proposal. Applications shall be deemed complete by the agencies and all application fees shall have been paid.	60 days	Following confirmation of minimum LFG flow available and maintained for a minimum of 30 days.	Copies of submittal
5.	Order equipment and release for manufacturing and shipment	30 days	Receipt of all permits identified in No. 4	Copy of order
6.	Using LFG as fuel, deliver power to the purchasing utility	120 days	Delivery of equipment to the site	Verified by Purchasing utility

For the purpose of this provision, "Day" is calendar day, including holidays and weekends.

3.3 ASSIGNMENT

The DEVELOPER shall not assign the contract to another entity without approval by the COUNTY.

3.4 PREVAILING WAGE REQUIREMENT

Any agreement with the Developer will provide that DEVELOPER shall comply with and require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure to comply with all provisions of California law regarding construction that constitutes a public works project including, but not limited to, Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Any agreement between DEVELOPER and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

In addition to any other indemnification provision of the contract, DEVELOPER shall indemnify and hold COUNTY harmless from and defend COUNTY against any and all claims of liability for any failure by DEVELOPER arising in part or in whole from DEVELOPER's, and its agents, contractors, or employees failure to comply with the duties proscribed by this section.

3.5 INDEMNIFICATION

Any agreement between COUNTY and DEVELOPER will include the following provision:

DEVELOPER shall hold harmless, and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of COUNTY) being damaged by the negligent acts, willful acts, or errors or omissions of the DEVELOPER or any of DEVELOPER's subcontractors, any person employed under DEVELOPER, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by

the sole negligence or intentional wrongdoing of COUNTY. DEVELOPER shall defend and indemnify COUNTY against all costs, attorney's fees (including those of County Counsel), expenses and liabilities incurred in the defense of any claim, action or proceeding brought against COUNTY during the progress of the work or the provision of services pursuant to this agreement.

DEVELOPER shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

3.6 INSURANCE REQUIREMENTS

During the term of the contract, the DEVELOPER, at the DEVELOPER's sole cost and expense, shall procure and maintain in full force, all of the following insurance policies with at least the following minimum coverage:

- A. Workers' Compensation** – Statutory California Workers' Compensation coverage including a broad form all-states endorsement.
- B. Comprehensive General Liability Insurance** – The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence for all DEVELOPER's employees and DEVELOPER's subcontractors', engaged in services or operations under the contract on a form approved by the COUNTY.
- C. Automobile Liability** – Automobile Liability Insurance with a combined single limit of Two Million Dollars (\$2,000,000); and
- D. Environmental Impairment Liability (Pollution Prevention):** Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate, inclusive of legal defense costs.
- E. Additional Named Insured** – All policies, except for Workers' Compensation, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- F. Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any self insurance programs carried or administered by the COUNTY.
- G. Proof of Coverage** – After award of the contract, prior to the commencement of performance of services, DEVELOPER shall furnish certificates of insurance to COUNTY at the addresses specified, evidencing the insurance coverage, including endorsements above required. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY and

DEVELOPER shall maintain such insurance from the time DEVELOPER commences performance of services hereunder until the completion of such services.

For the purpose of this document, “commencing services” refers to any activity at WCL.

If DEVELOPER does not obtain the described insurance, or if the COUNTY is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to the COUNTY, then the DEVELOPER shall not commence services and the COUNTY may withhold LFG to the DEVELOPER or terminate this Agreement. Performance milestones will apply.

H. Liability – Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER from liability in excess of such coverage, nor shall it preclude the COUNTY from taking such other actions as available to it under any other provision of the contract or otherwise in law.

In addition to the above minimum requirements, the DEVELOPER shall obtain and keep in full force and effect during the term of the contract:

- 1. Specific Language:** Such insurance shall be primary, shall name the COUNTY as additional insured, and shall expressly indicate that such insurance is related to the DEVELOPER’S activities under the contract.
- 2. Certificate of Insurance:** The DEVELOPER shall furnish a Certificate of Insurance to the COUNTY with ten (10) working days of execution of a contract by the COUNTY, indicating that the DEVELOPER, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to the COUNTY. The Certificate of Insurance shall identify the COUNTY, as additional insured and primary as to the contract, either by special endorsement or separate certification. Such Certificate of Insurance shall state that the COUNTY shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof.
- 3. Hold Harmless:** DEVELOPER and COUNTY shall, at their own expense, defend, indemnify and hold harmless their employees, officers, directors, contractors and agents from and against any losses, liabilities, damages penalties, costs, fees, including without limitation reasonable attorneys’ fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the other party’s employees, officers, agents or Subcontractors.

DEVELOPER shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted or un-

copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

- 4. Acceptability of Insurers:** Insurance is to be provided by insurers licensed to do business in the State of California with a current A.M. Best's Financial Strength Rating of no less than A (Excellent), and Financial Size Category of no less than VII. Any lesser Best's Rating will be subject to approval by the COUNTY.

3.7 GCCS AND LFG UTILIZATION SYSTEMS

For the purposes of this RFP, the GCCS and the LFG utilization system shall be considered to be separate systems. On its own, the GCCS shall be capable of collecting and controlling the LFG such that the landfill will comply with applicable permits and regulations relevant to the subsurface migration and surface emissions of LFG. The LFG utilization system, in addition to extracting a beneficial use from the LFG, shall also act as a LFG control device.

The contract between the COUNTY and DEVELOPER shall include the following GCCS and LFG utilization system criteria and responsibilities:

A. GCCS Design

The DEVELOPER shall prepare a preliminary GCCS design for the site for review and approval by the COUNTY. The GCCS design will include well, piping, control device and utilization system layout and provisions for condensate management throughout the system. The design shall be prepared by a professional engineer registered in the State of California. Final condensate disposal location will be determined at a later date.

The GCCS shall be designed to conform to and operate in accordance with all applicable current and future permits and regulations that must be obtained or met to install and operate such GCCS. Arrangement of equipment will be as such to simplify pipe routing and installation, to take advantage of the available space around the site and to avoid interference with facility operations as best possible.

The GCCS design shall include a Design Basis Memorandum (DBM) which discusses the engineering approach, strategies for LFG routing, and basis for equipment selection. The DBM will cover the design intent and specifics for all areas of the design. The DBM is subject to review and approval by the COUNTY.

Following COUNTY approval of the preliminary GCCS design, the DEVELOPER will prepare for COUNTY review and approval drawings, specifications, and an operations and maintenance manual with sufficient detail for installation and operations by qualified, experienced GCCS contractors.

The DEVELOPER will provide the COUNTY with copies of the following, including, but not limited to:

- Final piping and instrumentation diagram (P&ID) and equipment list;
- Final performance specifications;
- Final DBM;
- Final GCCS Drawings; and
- Operations and Maintenance Manual

B. Permits

Unless otherwise indicated, the DEVELOPER shall be responsible for all costs of and for obtaining all permits, agreements, easements, and rights-of-way required to complete the project, including, but not necessarily limited to:

1. SCAQMD Authority to Construct and Permit to Operate the GCCS and the LFG utilization system.
2. Interconnection agreement with the electrical utility (if electrical generation is proposed).
3. Those items as required by COUNTY code.
4. Compliance with all applicable environmental studies and analysis including, but not limited to, compliance with the California Environmental Quality Act.

DEVELOPER shall obtain a separate Title V permit for the GCCS and LFG utilization system. If a separate Title V permit is not allowed by the SCAQMD, DEVELOPER shall prepare, at DEVELOPER's expense, an application to be signed and submitted by the COUNTY, to modify the COUNTY's Title V permit.

DEVELOPER shall complete all items required by the permits for the GCCS and LFG utilization system and provide copies to the COUNTY and shall maintain all documents as required by the permits.

DEVELOPER shall reimburse COUNTY for all costs associated with administration of any permits required for this project.

C. Installation

DEVELOPER is responsible for hiring a qualified, state-licensed contractor(s) experienced in GCCS piping and control device installation for construction of the GCCS. Upon selection of the contractor(s), DEVELOPER will secure contracts with

each party. The DEVELOPER will oversee construction of the GCCS and is responsible for all construction quality assurance (CQA) and construction quality control. The work will be conducted in accordance with all relevant permits and applicable regulations.

The COUNTY may request that DEVELOPER relocate installed GCCS piping at the DEVELOPER's cost, as necessary, to avoid conflict with or inhibition of landfill operations.

The DEVELOPER will submit to the COUNTY records pertaining to GCCS construction, including, but not necessarily limited to:

- CQA report summarizing engineering and quality control observations and inspections of GCCS installation. Report will include copies of contractor's field reports and photographic documentation;
- Record drawings based on contractor's construction notes, photographs, as-built survey data and as-built drawings; and
- Manufacturer-provided equipment specifications and operations instructions.

D. Operation and Maintenance

The COUNTY strongly desires that the DEVELOPER will operate, maintain and ensure regulatory compliance of the GCCS—see Proposal Evaluation section and Economic Benefit Summary Form. At a minimum, the DEVELOPER shall operate, maintain and ensure regulatory compliance of the LFG utilization system.

DEVELOPER shall operate and maintain their responsible system(s) in accordance with all SCAQMD Permits and all other applicable regulations. Operation and maintenance of the DEVELOPER's responsible system(s) shall be in accordance with the manufacturer's recommended maintenance schedule and good maintenance practices.

The DEVELOPER shall monitor their responsible system(s) in accordance with applicable permits and regulations and shall report results of monitoring as required by permits and regulation to the COUNTY within ten (10) days of monitoring completion. Should an exceedance of LFG control-related permits and regulations be detected by the DEVELOPER or its contractors, the DEVELOPER shall notify the COUNTY within 1 hour of the exceedance being detected. DEVELOPER is responsible for all reporting requirements under DEVELOPER's permits and applicable regulations. DEVELOPER will be responsible for coordinating and conducting/subcontracting periodic performance (source) testing of the DEVELOPER'S responsible control device(s) in accordance with the operating permit(s).

If the DEVELOPER accepts responsibility for the operation, maintenance and compliance of the GCCS, it shall be in accordance with the criteria presented in the remainder of this section.

The GCCS shall be operated and maintained in such a way that the landfill and the wellfield will comply with regulations related to surface emissions, subsurface migration, and wellhead operating requirements as applicable. Operation and maintenance of the GCCS shall include responsibility for operation and maintenance of the LFG condensate management systems to ensure proper operation of the GCCS.

The DEVELOPER will modify future LFG well adjustment criteria at the request of the COUNTY if such adjustments do not impede or conflict with the objective of energy production or if such adjustments are needed to comply with applicable law, regulations, permit requirements, or order by an agency having jurisdiction to issue an order relating to the operation of WCL or the DEVELOPER's operations.

DEVELOPER will submit to the COUNTY monthly LFG field adjustment reports that identify:

1. Methane, carbon dioxide and oxygen content, temperature, and applied vacuum both before and after adjustment at each well.
2. Methane, carbon dioxide and oxygen content, carbon monoxide content, and flow rate delivered to the LFG utilization equipment. Carbon monoxide measurements will be used as indication of subsurface fire.
3. Other information as can be reasonably requested to verify that the conditions of the contract are being fulfilled.

Further, DEVELOPER shall complete, provide copies to, keep and make available to the COUNTY records required by regulatory agencies for the longer of five years after the agreement terminates or the duration required by the regulations.

Notwithstanding the above, the DEVELOPER will be responsible for fires in the landfill caused by the improper operation of the GCCS. Responsibility includes, but is not limited to, the cost to extinguish the fire, cost to repair and restore the landfill and the GCCS, fines leveled against the COUNTY, and any costs or damages incurred by the COUNTY resulting from such a fire.

E. Noise

Contractor shall provide noise containment as needed to reduce the noise from the equipment installed by the DEVELOPER measured at a distance of 200 feet from any item of equipment installed by the DEVELOPER, as follows:

Hourly Equivalent Sound Level (Leq): 50 dB

F. Future Improvements and Modifications

1. Relocation of Piping

The DEVELOPER may relocate future LFG piping at the DEVELOPER's cost, subject to the other requirements of the contract. Such modifications shall be to

coordinate with the landfill operation and shall be subject to approval of the COUNTY.

The COUNTY may request the DEVELOPER relocate installed GCCS piping at the DEVELOPER's cost, as necessary, to avoid conflict with or inhibition of landfill operations.

2. Utilization/Destruction of All LFG Produced by the Landfill to Maintain Compliance

DEVELOPER shall ensure that the GCCS has a suitable enclosed LFG flare(s) with 100 percent or greater capacity of the LFG utilization system. The flare shall be used to destroy LFG generated by the landfill that is not destroyed by the LFG utilization system in order to maintain compliance with applicable permits and regulations. If, at any time during the term of the contract, low LFG flow rates or low BTU content inhibit the flare's ability to combust LFG in accordance with permit requirements, and if combustion in the flare is needed to comply with SCAQMD or other regulatory requirements, then the DEVELOPER shall, at DEVELOPER's cost, modify the flare, provide supplemental fuel (e.g. propane), or supply a new flare that will meet permit requirements.

DEVELOPER shall ensure proper equipment and controls are installed to ensure 100% backup capacity to the LFG utilization system equal to or greater than the predicted LFG generation rates. Automated controls shall be installed which enable all or any portion of LFG not utilized by the facility to be diverted to the backup control device. Operations shall be as such to ensure continuous recovery of LFG generated by the landfill to ensure compliance with applicable permits and regulations.

3. Expansion for the Sole Purpose of Increasing Production

The DEVELOPER is responsible for the cost of construction of GCCS improvements solely to increase the production and output of DEVELOPER's utilization system.

4. Expansion for the Sole Purpose of Compliance with Regulatory Requirements

Since the Developer is responsible for compliance, the DEVELOPER is responsible for the cost of construction of GCCS improvements solely to achieve regulatory compliance.

5. Expansion for the Dual Purpose of Increasing Production and Compliance with Regulatory Requirements

See items 3 and 4.

G. Ownership

Upon termination of the contract or abandonment of the project by the DEVELOPER, at the option of and in the sole discretion of COUNTY, the ownership of the GCCS may be

transferred to the COUNTY. DEVELOPER will be responsible for removal or abandonment of the LFG utilization system unless otherwise agreed to by the COUNTY. DEVELOPER's proposal shall include provisions for adequate financial assurances to the COUNTY for the decommissioning of the GCCS, LFG, and both the GCCS and LFG systems, respectively.

3.8 LFG QUANTITIES

The contract with the DEVELOPER will address the issue of LFG being produced in the landfill in excess of that used by the DEVELOPER's utilization system when such additional LFG represents an unrealized economic opportunity. DEVELOPER must recover and destroy or utilize via permitted control devices all LFG required to maintain compliance with applicable permits and regulations.

The DEVELOPER's proposal and final contract with the COUNTY will address the potential scenario in which the predicted LFG flow of 500 scfm is unachievable. DEVELOPER shall identify terms of arrangement with the COUNTY that will prevail until the predicted LFG flows are achieved. Terms may include optional termination of the contract, reassignment of the LFG rights and GCCS components, continued operation of the GCCS only, or other arrangements until predicted LFG flow is achieved.

3.9 GRADING AND DRAINAGE

The DEVELOPER will maintain the drainage paths within the lease area except as approved by the COUNTY.

3.10 FUTURE BENEFITS NOT NOW DEFINED

The COUNTY and proposers recognize that future financial benefits may be available to the DEVELOPER due to changing regulations, tax credits, or other incentives that cannot be foreseen and which may not contribute to gross sales. The COUNTY contemplates that a portion of these benefits will accrue to the COUNTY, that portion being equal to the portion of gross revenues proposed, and that such provisions will be included in the contract.

3.11 SITE LEASE

The LFG utilization system shall be located on a portion of the site to be leased to the DEVELOPER by the COUNTY. The cost of the lease shall be \$1 per year. All other terms of the lease shall be as agreed upon by the COUNTY and the DEVELOPER. As part of the Technical Proposal, the DEVELOPER shall be responsible to list all items or resources required from the COUNTY (e.g. water, sewer, waste disposal, etc.). The delivery and use of such items or resources shall be addressed in the Site Lease.

4 PROPOSAL REQUIREMENTS

4.1 GENERAL

The COUNTY reserves the right to retain all Proposals and to use any ideas in a Proposal regardless of whether that Proposal is selected.

All Proposals will become the sole property of the COUNTY. At such time as a Proposer agrees to enter into a contract with the COUNTY and the contract is executed, or the COUNTY decides to terminate this RFP process without entering into a contract, all Proposals and related documents become a matter of public record, with the exception of those parts of a Proposal which are trade secrets, as that term is defined by statute. If any part of a Proposal contains any trade secrets that the Proposer does not want disclosed to the public, the Proposer shall mark that part of the Proposal as a “trade secret.” The COUNTY, however, shall not in any way be liable or responsible for the disclosure of any such Proposal or any part thereof if disclosure is required under the Public Records Act (Government Code, Section 6250 et seq.) or pursuant to law or legal process. In addition, by submitting a Proposal a Proposer agrees to save, defend, keep, bear harmless, and fully indemnify the COUNTY, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for not disclosing a trade secret pursuant to the Public Records Act.

Initiation of this solicitation and RFP process does not commit the COUNTY to finalize an agreement or to pay any costs associated with the preparation of any Proposal, nor to enter into an agreement with the Proposer submitting the most advantageous Proposal.

The COUNTY reserves the right to accept or reject any or all Proposals received, to negotiate with qualified Proposers, or to cancel in part or in its entirety this solicitation and RFP process.

Unless the Proposer provides all information required pursuant to this RFP process, the Proposal may, at COUNTY’s sole discretion, be rejected and given no consideration. Any Proposer attempting to influence this RFP process by interfering or colluding with other Proposers or with any COUNTY employee may be disqualified.

Any Proposer submitting a Proposal understands and agrees that submission of said Proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the terms and conditions contained in this RFP. The determination of the compliance with the terms and conditions of this RFP shall be in the COUNTY’s sole judgment and its judgment shall be final and conclusive.

The Proposer agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the terms and conditions of this RFP, or because of any misinformation or lack of information.

Proposals delivered to the COUNTY after the proposal deadline will be returned unopened and will not be received.

Proposal will not be opened prior to the submittal deadline identified herein.

Proposals shall demonstrate the responsibility of the Proposer (Refer to Section 4.2). The responsible Proposer with the proposal that is considered by the COUNTY to be the most advantageous to the COUNTY will be selected for negotiations to implement a LFG utilization project.

The COUNTY shall consider any protest or objection regarding the award of an agreement pursuant to this RFP, whether submitted before or after the award, provided that it is submitted in writing and received by COUNTY's Department of Public Works within 10 days of the award notice. Notice of the award of the agreement shall be mailed to each Proposer at the address specified in the Proposal, and shall be deemed received three days after mailing.

4.2 RESPONSIBLE PROPOSER CRITERIA

A responsible Proposer is one who meets the following minimum criteria:

- A. Provides required information: The Proposal shall provide information requested in this RFP. Failure to provide information requested may result in elimination of the Proposer from consideration.
- B. Proposes demonstrated technology (refer to Section 5.3, Demonstrated Technology Form): For the purpose of this RFP, "demonstrated technology" is technology that has been permitted in at least four projects within the State of California, each operating at a rate of at least 500 scfm at 50 percent methane (or equivalent BTU input). Each of these projects shall have been in operation for at least one year prior to the submittal of the proposal, with operation at least 85 percent of the time (up-time) during that year. Calendar year 2009 may also be used for calculating up-time. These projects need not be those of the Proposer. For the purpose of this RFP, the technology of converting LFG to electricity by internal combustion is considered well demonstrated. Proposers need not provide documentation for such a system.
- C. Demonstrates a successful and satisfactory project history (refer to Section 5.3, Successful and Satisfactory Project History Form): The Proposer shall demonstrate a history of successful and satisfactory LFG utilization projects. These projects shall have been operating at a rate of at least 500 scfm at 50 percent methane (or equivalent BTU input) for a minimum of one year.

These projects must be those of the Proposer.

The successful and satisfactory project history requirement may be met by either:

1. Two projects permitted in the State of California, or
2. One project permitted in the State of California and at least two projects permitted elsewhere in the continental United States.

A successful and satisfactory project shall be characterized as successful and satisfactory by the project owner.

- D. Demonstrates longevity: The Proposer shall have been in existence since at least January 1, 2006. Proposer shall submit documentation attesting to the term of existence (e.g. articles of incorporation).

4.3 COUNTY CONTACT, QUESTIONS AND COMMUNICATIONS

The contact person for this RFP is John Heath, Shasta County Associate Engineer (CONTACT). All communication between the COUNTY and prospective Proposers will be by email to the CONTACT at jheath@co.shasta.ca.us. Proposers are specifically directed not to contact other COUNTY personnel for meetings, conferences, or technical discussions related to this RFP. Failure to comply with the preceding requirement may result in a Proposer being barred from contracting with the COUNTY and disqualification from this RFP process. No questions regarding this RFP will be answered by other COUNTY staff.

The above communication prohibitions do not apply to communications regarding regulatory or permitting requirements which are administered by the COUNTY's Department of Resource Management (e.g. SCAQMD).

If a Proposer finds discrepancies or omissions in the RFP or supporting documents, or is in doubt as to their meaning, then the Proposer shall request clarification from the CONTACT.

Questions must be received on or before the date identified herein. Responses to written questions that warrant a clarification of the RFP will be issued as an addendum. All registered interested parties will be notified by email of the issuance of addenda.

4.4 REGISTERING AS AN INTERESTED PARTY

Firms that wish to respond to this RFP shall send an email to the CONTACT requesting that they be registered as an "interested party". Interested parties will be notified of availability of addenda, questions and answers from interested parties and COUNTY staff, and other notices as appropriate by email.

4.5 NON-MANDATORY PRE-PROPOSAL MEETING

A pre-proposal site visit is scheduled for **NOVEMBER 11, 2009, at 10:00 AM, PDT** at the **West Central Landfill, 14095 Clear Creek Road, Igo, CA 96047**. There will be **ONLY ONE** pre-proposal site visit

The site visit will allow interested parties to tour the facility and to ask questions. Statements made by COUNTY or CITY staff or their representatives during this site visit are non-binding. Any issue that may affect the proposals will be clarified in an addendum at the COUNTY's discretion.

***This will be your only opportunity for an on-site visit.
Visits at other times will not be provided.***

Not attending this site visit does not exclude firms from submitting Proposals. The COUNTY will consider proposals from firms that did not attend the site visit.

5 PROPOSAL CONTENTS

Proposals shall be submitted in two parts, Parts A and B, to be packaged separately. Each Part shall be submitted in a three-ring binder and shall contain the following sections and titles, in the following order, with the contents indicated. Failure to adhere to these guidelines can cause the Proposal to be considered non-responsive and rejected by the COUNTY.

5.1 PART A: TECHNICAL PROPOSAL

Section 1: General Information

Contents:

1. Proposing Firm Identification Form (refer to Section 5.3)
2. Size and office locations of the Proposer's firm
3. Name, contact information, and full resume of the proposed utilization project's Manager. The Manager must be available for discussions and coordination with COUNTY staff during development of the project, as required.
4. An organizational chart of the Proposer's firm showing the relationship of the utilization project's Manager to the firm's top management and subcontractors for all phases of the project, including marketing, permitting, engineering, construction, start-up, and operations. Name and show the relationship of any partner or affiliate.
5. Other personnel, consultants and contractors that will be working on the project. Include a brief resume of each key person on the organization chart, highlighting specific qualifications relevant to tasks they will perform.
6. A copy of Proposer's proposed Landfill Gas Sale Agreement. The proposed Landfill Gas Sale Agreement shall not include specific information regarding the price the Proposer will pay for the utilization of the LFG or any other information included in the Economic Benefits Summary. The proposed Agreement shall include the terms that would apply should the LFG flow fail to achieve the predicted flow of 500 scfm. Note: The COUNTY is not obligated to incorporate any provisions of this proposed agreement into the contract between the COUNTY and the DEVELOPER for the utilization of LFG at WCL
7. Non-Collusion Affidavit (refer to Section 5.3)
8. Proposal Authorization Form (refer to Section 5.3)

Section 2: Proposed Method of LFG Utilization

Contents:

1. The product to be generated from the LFG (electricity, LNG, or other), the market to which this product will be sold, and method by which the product will be transmitted to that market.
2. Provisions for future capacity expansion of LFG utilization system.
3. Provisions to ensure continuous LFG recovery sufficient to ensure site compliance with applicable regulations in the event of LFG utilization system breakdown, malfunction, maintenance, or utility outage.
4. Area needed for construction and operation of the LFG utilization system in accordance with the locations identified in Exhibit A. Additionally, the Proposer shall list all items or resources required from the COUNTY (e.g. water, sewer, waste disposal, etc.) for the construction and operation of the proposed facility.
5. How the noise limits will be met.
6. The number of Proposer's staff that will attend to the facility once in operation, and how often they may be on site.
7. How backup control device(s) such as a flare station, will be integrated into the project.
8. The extent of COUNTY involvement that will be needed to execute the project.
9. A project schedule, identifying key benchmarks in construction, especially those which require COUNTY and regulatory agency participation.
10. A discussion of the required SCAQMD permit(s) for the project, and any necessary revisions needed to the COUNTY's Title V permit (Permit No. 01-VP-01a).
11. Any other information that the Proposer feels is relevant to the project that is not provided elsewhere.

Section 3: Responsible Proposer Criteria

Contents:

1. Demonstrated Technology Form(s), if required (refer to Sections 4.2 and 5.3)
2. Successful and Satisfactory Project History Form(s) (refer to Sections 4.2 and 5.3).
3. Documentation showing the longevity of the Proposer's firm (refer to Section 4.2)

5.2 PART B: FINANCIAL OFFERING AND ADDENDA

Section 1: General Information

Contents:

1. Economic Benefits Summary Form (refer to Section 5.3)
2. Description of how the project will be financed, including the source(s) of financing. Indicate whether tax credits (or other Federal, state, or local subsidies) are to be used. Indicate whether carbon credits or other “green” attributes are to be registered and sold. If used, describe how this may affect the project.
3. Description of how the items or resources required by the DEVELOPER from the COUNTY (e.g. water, sewer, waste disposal, etc.) for the construction and operation of the proposed facility shall be tracked or administered under the terms of the Financial Offering.

Section 2: Addenda

Contents:

1. A copy of each addenda issued for this RFP with the financial offering. The COUNTY may reject any Proposal that does not include all addenda.

5.3 REQUIRED FORMS

The following forms are required to be included with your Proposal submission:

- Proposing Firm Identification Form
- Non-Collusion Affidavit
- Proposal Authorization Form
- Demonstrated Technology Form (not required if proposing to convert LFG to electricity by internal combustion)
- Successful and Satisfactory Project History Form
- Economic Benefit Summary

These forms are included on the following pages.

PROPOSING FIRM IDENTIFICATION FORM

PROPOSER SHALL COMPLETE AND RETURN WITH PART A OF PROPOSAL

Type or print the following information:

Company:

Address:

(City)

(State)

(Zip)

Name:

Title:

E-Mail:

Telephone: ()

Fax: ()

Years of Business:

Number of Employees:

Name of Insurance Carriers:

Public Liability:

Expires:

Workers' Compensation:

Expires:

NON-COLLUSION AFFIDAVIT

PROPOSER SHALL COMPLETE AND RETURN WITH PART A OF PROPOSAL

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit of cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal in the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer's Signature

Date

PROPOSAL AUTHORIZATION FORM

PROPOSER SHALL COMPLETE AND RETURN WITH PART A OF PROPOSAL

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of Shasta.

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

DEMONSTRATED TECHNOLOGY FORM

IF REQUIRED, PROPOSER SHALL COMPLETE AND RETURN WITH PART A OF
PROPOSAL

(Copy this form as necessary to identify FOUR projects)

Refer to Section 4.2 for definition of demonstrated technology.

This form is not required if proposing to convert LFG to electricity by internal combustion.

Utilization Technology:

Location of Project:

Project Owner:

Owner Contact Name:

Contact Phone Number:

Air pollution Control District:

The Size of the Project:

(e.g. KWH generation capacity, SCFM CNG production capacity).

The LFG input into the project in the year prior to this Proposal:

(CFM and Percent Methane)

SUCCESSFUL AND SATISFACTORY PROJECT HISTORY FORM

PROPOSER SHALL COMPLETE AND RETURN WITH PART A OF PROPOSAL

(Copy this form as necessary to identify the required number of projects)

Refer to Section 4.2 for definition of successful and satisfactory project history.

Location of the Project:

Project Owner:

Owner Contact Name:

Contact Phone Number:

Air Pollution Control District:

The Size of the Project:

(e.g. KWH generation capacity, SCFM CNG production capacity)

The LFG input into the project in the year prior to this proposal:

(CFM and Percent Methane)

ECONOMIC BENEFITS SUMMARY

PROPOSER SHALL COMPLETE AND RETURN WITH PART B OF PROPOSAL

Proposer must complete this form without making any alterations to its format.

Fill in values where appropriate and circle appropriate answers as indicated.

Utilization product (electricity or other):

Number of units proposed at initial installation:

Total capacity at installation:

(need not equal LFG available at installation)

Make and Model of units proposed:

DEVELOPER will pay COUNTY _____ percent of the gross revenue received from DEVELOPER's sale of one or more products produced by DEVELOPER's facility. The DEVELOPER's estimated gross revenue in the first full year of operation is estimated to be _____ (DEVELOPER shall provide basis for estimate). DEVELOPER estimates the first full year of operation will begin January _____. If DEVELOPER desires payments to COUNTY to not be tied to gross revenue, DEVELOPER may provide alternate financial package.

A _____ percent per year escalation will be applied to DEVELOPER's estimated gross revenue.

DEVELOPER will pay \$1 per year for a Site Lease of the area used for the DEVELOPER's project.

DEVELOPER's LFG utilization facility will/will not (circle one) supply the power for the GCCS. COUNTY will use \$40,000 per year for GCCS power usage in the NPV calculation if this benefit is supplied by DEVELOPER.

DEVELOPER will/will not (circle one) undertake the GCCS operations and maintenance and compliance. COUNTY will use \$180,000 per year for GCCS operations and maintenance and compliance in the NPV calculation if this benefit is supplied by DEVELOPER.

Explanation of other service or benefits the DEVELOPER offers the COUNTY: (attach additional pages if necessary): _____

Value of other services or benefits the DEVELOPER offers the COUNTY : \$ _____

Proposer acknowledges that production from DEVELOPER's facility is secondary to regulatory compliance. Collecting LFG to meet environmental regulations will take precedence over collecting LFG for commercial use if the two conflict.

Proposer acknowledges that DEVELOPER will assume all costs, labor, and equipment to design, permit, construct, and operate DEVELOPER's facility.

Proposers Signature_____Date_____

6 *PROPOSAL EVALUATION*

Following the deadline for receipt of Proposals, all Proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) to be determined by the COUNTY.

Through the RFP process, the COUNTY reserves the right to negotiate a contract based on all factors involved in the written Proposal without further discussion or interview. The COUNTY, however, reserves the right to conduct interviews, request additional information, or to conduct further inquiries and research as the COUNTY, in its sole discretion, deems appropriate. The COUNTY also reserves the right to accept or reject any or all of the Proposals submitted, in whole or in part, and to negotiate any or all elements of the Proposal and the terms of the agreement between DEVELOPER and the COUNTY.

6.1 MINIMUM CRITERIA

The COUNTY will verify that the Proposal is complete, including documents identified in this RFP. Those Proposals found not to be complete may be rejected.

The COUNTY will make a good-faith effort to contact the persons identified at the telephone numbers provided. If the contact person listed for reference projects listed on the Demonstrated Technology or Successful and Satisfactory Project History forms cannot be reached at the number provided by the Proposer, the COUNTY may exclude that reference project from consideration without notifying the Proposer of this exclusion. Such exclusions may result in elimination of a Proposer.

The COUNTY may choose to discuss a Proposal with the Proposer as needed for clarification of that Proposal.

6.2 NET PRESENT VALUE

The COUNTY will calculate the Net Present Value (NPV) of those Proposals that have been verified to meet the Minimum Criteria.

The NPV will be calculated over a 20-year period based on the information presented in the Economic Benefit Summary Form. This calculation will use the capacity of the utilization equipment proposed and will account for expansion of the system as the LFG supply increases.

If the DEVELOPER chooses to undertake the operation, maintenance and compliance of the GCCS and/or supply the GCCS power requirements, the NPV will include the estimated values listed on the Economic Benefit Summary. The COUNTY will escalate the value of these services at an annual rate of 3%. A discount rate of 4.5% will be applied to the NPV calculation.

6.3 EVALUATION CRITERIA

Proposals will be evaluated for NPV, DEVELOPER's willingness to undertake the GCCS operation, maintenance and compliance, DEVELOPER's previous project experience and references, resources, project financial backing, and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested. Proposals will be ranked and scored according to these factors.

The COUNTY will base the selection of the DEVELOPER upon the proposal that is considered to be the most advantageous to the COUNTY.

Proposer must complete and submit the Economic Benefits Summary Form, refer to Section 5.3, without making any alternations to the format.

7 SUBMITTAL OF PROPOSALS

7.1 SUBMITTAL FORMAT

Proposers shall submit Proposals in two parts, each packaged separately:

PART A: (8 copies)

Part A of the submission shall contain the Technical Proposal. Label this part:

Part A: Technical Proposal
for the Development of a LFG Utilization Project
Proposing firm's name and address

PART B: (1 copy)

Part B of the submission shall contain the Financial Offering and any Addenda. Label this part:

Part B: Financial Offering
for the Development of a LFG Utilization Project
Proposing firm's name and address

Proposers may propose more than one LFG utilization method, e.g. electrical generation and compressed natural gas. If so elected, each utilization method shall be submitted as separate Proposals, with both a Financial Offering and Technical Proposal for each method.

Proposers may submit more than one Financial Offering for each Technical Proposal. Each Financial Offering will be evaluated separately. Failure to provide clear indication of which Financial Offering is associated with which Technical Proposal is cause for rejection of those Financial Offerings.

7.2 SUBMITTAL PROCEDURE

Sealed Proposals will be received at the COUNTY's Public Works office at 1855 Placer Street, Redding, CA 96001, until **4:00 PM PDT, DECEMBER 16, 2009**, or as identified in addenda.

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Proposal for the Development of a LFG Utilization Project

Part __ (A or B as appropriate)

John Heath, Associate Engineer

Shasta County Department of Public Works

1855 Placer Street

Redding, CA 96001

The Proposal envelope shall have stated thereon the name and address of the Proposer.

ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.

All Proposals shall be signed by a person or persons legally authorized to execute a binding contract on behalf of the person or entity submitting the Proposal and by that signature, the person or persons understand and agree (upon submission of a Proposal) to abide by the terms and conditions of the RFP.

All Proposals will become the sole property of the COUNTY. At such time as a Proposer agrees to enter into a contract with the COUNTY, or the COUNTY decides to terminate this RFP process without entering into a contract, all Proposals and related documents become a matter of public record, with the exception of those parts of a Proposal which are trade secrets, as that term is defined by statute. If any part of a Proposal contains any trade secrets that the Proposer does not want disclosed to the public, the Proposer shall mark that part of the Proposal as a "trade secret." The COUNTY, however, shall not in any way be liable or responsible for the disclosure of any such Proposal or any part thereof if disclosure is required under the Public Records Act (Government Code, Section 6250 et seq.) or pursuant to law or legal process. In addition, by submitting a Proposal a Proposer agrees to save, defend, keep, bear harmless, and fully indemnify the County of Shasta, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for not disclosing a trade secret pursuant to the Public Records Act.

Thank you for your interest in this project.

Very truly yours,

Patrick J. Minturn, Director

By Casey R. Scott
Casey R. Scott, Supervising Engineer
Traffic/Solid Waste Division